



Daniel Caldwell <[alwaysremember@aggienetwork.com](mailto:alwaysremember@aggienetwork.com)>

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## 06152021 complaint against Parker University

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**Daniel Caldwell** <[dcaldwell@aggienetwork.com](mailto:dcaldwell@aggienetwork.com)>  
To: [sean.urich@ogletreedeakins.com](mailto:sean.urich@ogletreedeakins.com)

Fri, Feb 19, 2016 at 10:59 AM

Good morning.

You asked me to resend this and advised that, although you will bring it and our conversation this morning to the attention of the Parker administration, I would not find any other assistance in resolving or settling my Complaints by contacting you again. Thank you for answering my phone call to your office.

Daniel Caldwell

----- Mensaje remitido -----

De: "Daniel Caldwell" <[dcaldwell@aggienetwork.com](mailto:dcaldwell@aggienetwork.com)>

Fecha: sep 28, 2015 11:39 AM

Asunto: Re: 06152021 complaint against Parker University

Para: "Beattie, Chester" <[Chester.Beattie@thecb.state.tx.us](mailto:Chester.Beattie@thecb.state.tx.us)>,  
<[sean.urich@ogletreedeakins.com](mailto:sean.urich@ogletreedeakins.com)>, "Angela Klement" <[aklement@parker.edu](mailto:aklement@parker.edu)>,  
"Brian J. McAulay" <[bmcaulay@parker.edu](mailto:bmcaulay@parker.edu)>, "Gery C. Hochanadel"  
<[GHochanadel@parker.edu](mailto:GHochanadel@parker.edu)>, "Ray Martinez" <[ray.martinez@icut.org](mailto:ray.martinez@icut.org)>

Cc:

Good morning,

Last week, I finally received the first update from the US Department of Education Family Policy Compliance Office regarding my August 2014 complaint since they acknowledged it in September 2014.

Having re-sent them the documentation they requested, I was also advised to submit a new settlement offer.

You may recall that I gave several reasons that Parker's offer was unacceptable.

To simplify the negotiation, I am offering to waive those concerns and accept an agreement to settle on the terms below, as a new offer.

> Please advise if you except or reject this revised offer [which will remain available for 30 days, until 28 October 2015].

Respectfully,

DC

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512-761-5740

Case 3:18-cv-01617-BN Document 25-14 Filed 12/19/18 Page 2 of 2 PageID 128  
On Mon, Feb 9, 2015 at 11:26 AM, Beattie, Chester  
<Chester.Beattie@thecb.state.tx.us> wrote:

> Parker's Offer

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>

> § Parker University does not believe that a letter of apology is  
> warranted and will not agree to this.

>

> § After Mr. Caldwell was dismissed as a student, \$6,440 was returned to the  
Department

> of Education by Parker University. Parker University offered to no longer demand  
reimbursement from Mr. Caldwell for this specific amount.

>

> § There is a remaining balance of \$4,056 for Mr. Caldwell's summer tuition  
> (\$10,469 - \$6,440 = \$4,056).

> In consideration of costs of attendance, of loss of credit upon transfer, and of lost  
time and opportunity due to the delay in releasing Mr. Caldwell's transcript, Parker  
University will refund and/or reimburse a total of \$24,286 to Mr. Caldwell for the  
balance of tuition paid, including \$10,115 per trimester for fall 2013 and spring 2014,  
neglecting fees.

> § In addition, in order to facilitate the transferring process to another  
institution for Mr. Caldwell, Parker University is willing to provide Mr.  
Caldwell an official copy of his transcript, [3 copies, separately sealed] which will  
indicate "In Good  
Academic Standing."

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> Required from Daniel Caldwell

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> § Mr. Caldwell agrees to fully withdraw his complaints to the THECB and the  
U.S. Department of Education;

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> § Mr. Caldwell agrees to a signed settlement agreement containing a release  
of Parker University of any liability regarding Mr. Caldwell's dismissal and  
a "hold harmless" provision with regard to any future litigation on this  
matter; and that,

>

> § Mr. Caldwell "cease and desist" from any future contact with Parker  
University students, faculty and staff and that he agree to not return to  
the Parker University campus.

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